FORM 150 4-65 PRINTED IN U.S.A.
BUSSMANN PRESS, INC.

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET — NEW YORK N. Y., 10038

CASE NO. 80-13813
STRUCK BY M.S. "NEPHELE"
NOVEMBER 14, 1973

PORTLAND, OREGON
MAY 29, 1974

PORT OF ASTORIA, PIER 1

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON NOVEMBER 16, 1973, AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON THE PORT OF ASTORIA, PIER 1, PORT OF ASTORIA, OWNERS, AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF PIER 1 BEING STRUCK BY M.S. "NEPHELE", ON NOVEMBER 14, 1973.

ATTENDING:

MR. R. C. KELLY — REPRESENTING — M.S. "NEPHELE"
MR. C. OLSON — " — PORT OF ASTORIA

STATEMENT OF ACCIDENT:

NO. 73-007-A
DATE 11-15-73

COMPLAINANT: PORT OF ASTORIA
P. O. Box 569

LOCATION: W/S PIER #1 TIMES: 11-15-73 REC. 0900 ARR. 0910
CI. 0930

CONDITIONS REPORTED: (x) OTHER: PIER DAMAGE W/S PIER #1

OTHER PERSON INVOLVED: WITNESS
ORAND, DELBERT
1666 JAMES
ASTORIA
325-6416

DETAILS: WHILE ATTEMPTING TO DOCK ON WS PIER #1 THE SHIP NEPHELE, STRUCK THE DOCK NEAR THE MARK CAUSING DAMAGE TO THE

CASE NO. 80-13813

STATEMENT OF ACCIDENT: CON'T

DETAILS: CON'T
DECKING AND AT LEAST 6 PILEING. PICTURES TAKEN. (SEE WITNESS STATEMENT.) UNABLE TO OBTAIN PICTURES OF DAMAGE TO SHIP DUE TO TIDE CONDITIONS. DAMAGE OCCURED APPROX. 1730 HRS. ON 11-14-73.

COMMENTS: INFORMATION FORWARDED TO RAY HOLBROOK AND CLIFF OLSON FOR INSPECTION REPORT.

/S/ JOHN A. GEARITSON

WITNESS STATEMENT

TIME: 6:25 P.M. DATE: 11-20-73
BY: DEL ORAND PAGE 1 OF 1 PAGES

ON NOVEMBER 14TH. 1973 AT ABOUT 5:30 P.M. I WAS ON THE TIE UP CREW FOR THE SHIP "NEPHELE". I WAS STANDING ON THE DOCK ABOUT MIDSHIPS WHEN I OBSERVED THE BOW OF THE SHIP COMING IN. IT LOOKED TO ME LIKE IT WAS COMING IN TO FAST, THEN IT LOOKED LIKE THE TUGS POURED THE COAL TO IT AND THE STERN CAME AROUND AND HIT THE DOCK. I WAS STANDING ABOUT 70 FEET AWAY AT THE TIME AND COULD FEEL THE DOCK MOVE AND SEE THE DECKING COME UP.

/S/ DELBERT ORAND

FOUND	RECOMMENDED
NOTE: ALL DAMAGE ON WEST SIDE OF PIER 1, ADJACENT TO 300' MARK.	
1. SIX (6) FENDER PILE CRUSHED FOR LENGTH OF APPROXIMATELY 3' AT UPPER END.	1. FASTENINGS TO BE REMOVED AND PILING LIFTED APPROXIMATELY 3', CUT OFF AND RESECURED. ANY PILING FOUND TO BE TOO SHORT AFTER LIFTING, TO BE RENEWED.
2. TWO (2) SECTIONS OF BULL RAIL WITH CHOCKS, PULLED FROM FASTENINGS AND SET IN TOWARD SHED.	2. TO BE REMOVED FOR REPAIRS AND REINSTALLED WITH NEW FASTENINGS. APPROXIMATE SIZE: TWO (2) LENGTHS 32' x 12" x 14" TREATED FIR.
3. APRON DECK LIFTED AND IN WAY OF REPAIRS. FIVE (5) LENGTHS OF DECKING CRUSHED ON OUTER END.	3. APPROXIMATELY THIRTY (30) LENGTHS OF 4" x 12" x 24' TREATED FIR TO BE REMOVED FOR REPAIRS AND LATER REINSTALLED. FIVE (5) LENGTHS TO BE RENEWED.
4. STEEL CAVIL ATTACHED TO BULL RAIL IN WAY OF REPAIRS.	4. TO BE REMOVED FOR REPAIRS AND LATER REINSTALLED.
5. KEY BEAM UNDER OUTER EDGE OF DECKING SPLIT.	5. TO BE RENEWED. APPROXIMATELY 12" x 16" x 32' TREATED FIR.

CASE NO. 80-13813

FOUND	RECOMMENDED
6. Two (2) bents located on each side of 300' mark diagonals pulled at fastenings and vertical supports disturbed.	6. Diagonals to be released, supports pulled to proper vertical position and diagonals resecured.
7. Tile blocks at base of shed wall set in and broken.	7. Approximately ten (10) 12" x 12" tile blocks to be removed and renewed.
8. Cord stringer out of line and in way of repairs to Items 3 and 6.	8. To be realigned as required.

NOTES:

A. Necessary services of derrick barge and tug.

B. Necessary removals to be replaced as original.

For repairs to Items 1 through 7, tenders were requested and the following bid was received:

Bergerson Enterprises, Astoria, Oregon. $3,842.00

The contract was awarded to Bergerson Enterprises on the basis of their low lump sum bid.

In addition to the repairs as described in Items 1 through 7, it was necessary to replace six (6) 70' piling, Item 1, due to being too short after lifting and to effect repairs to Item 8 which were omitted at the original survey.

Bergerson Enterprises submitted the following costs to effect the above repairs:

Items 1 through 7 as per bid.	$3,842.00
Bull Rail Repairs, Item 8	512.80
Replace Six (6) Piling, Item 1.	1,470.00
TOTAL	$5,824.80

This price is considered fair and reasonable.

SURVEYOR'S NOTES:

The foregoing repairs were carried out concurrently with Owner's work which consisted of installing one (1) pile adjacent to the damaged area.

All work performed on a straight time basis. There was no scrap of any commercial value.

Survey made without prejudice, and subject to adjustment.

E. R. Rovig
Surveyor

16 1

PORT OF ASTORIA
DAILY CARGO HANDLING REPORT

REPORT NO.

NAME OF VESSEL MS/SS Nephele L.O.A.

DOCKED PIER 2/81 DATE 11-14-73 TIME 5:35 ~~A.M.~~ (P.M.) COM.CED: DATE TIME A.M. P.M.

CARGO LOADED DATE 11-15-73 TIME 7:10 ~~A.M.~~ (P.M.) COM.PLD: DATE TIME A.M. P.M.

HATCH	NO. MEN	START WORK	STOP WORK	MAN HRS S.T.	MAN HRS O.T.	MAN HRS P.T.	RATE	AMOUNT	MAN HRS STANDBY
FOREMAN									
SUPERVISR									
CHECKER									
TRAVEL TIME									
TRANSPOR-TATION									
SUBSIST.									
LINES: SECURE	6	5:30 pm	7:30 pm		2 10		11.21 8.25	22.42 82.50	
LINES: RELEASE	4	7 pm	9 pm		2 6		11.21 8.25	22.42 49.50	

TRANSPOR-TATION	$	
TRAVEL TIME	$	
SUBSIST.	$	
LABOR MAN HRS	$	
FOREMAN MAN HRS	$	
S/V MAN HRS	$	
CHECKER MAN HRS	$	
LINES MAN HRS	$	44.84 132.00
TOTAL LABOR	$	176.84

REMARKS

HATCH	DETAIL OF WORK

CONSOLIDATED PRINTING & STATIONERY, INC.

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-430

In Account With

M/S NEPHELE, ITS OWNERS
AGENTS OR OPERATORS
ATLAS STEAMSHIP CO.
WORLD TRADE BUILDING
PORTLAND, OREGON 97204

Date November 16, 1973

TERMS: CASH.

LINE SERVICE

11/14/73	Tie Up	(5:35PM)	$ 177.00
11/15/73	Let Go	(7:10PM)	118.00
			$ 295.00

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-431

In Account With

M/S NEPHELE, ITS OWNERS
AGENTS OR OPERATORS
ATLAS STEAMSHIP CO.
WORLD TRADE BUILDING
PORTLAND, OREGON 97204

Date November 16, 1973

TERMS: CASH.

FRESH WATER FURNISHED TO SHIP

11/15/73	150 Tons or 40500 Gallons of Water	$ 19.12
	Service Charge	12.00
		$ 31.12

Ps

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-432

In Account With M/S NEPHELE, ITS OWNERS
AGENTS OR OPERATORS
ATLAS STEAMSHIP CO.
WORLD TRADE BUILDING
PORTLAND, OREGON 97204

Date November 16, 1973

TERMS: CASH.

DOCKAGE: 539 Feet L.O.A. Rate $234.00 per 24-hour period

11/14/73 5:35PM to 11/15/73 7:10PM 1½ Periods/234.00 $ 351.00

M/S Nephele, Its owners
agents or operators
Atlas Steamship Co.
World Trade Bldg.
Portland, Oregon 97204

No. 73-430 LINE SERVICE

Date		TIME	
11/14/73	Tie Up	(5:35 PM)	$ 177.00
11/15/73	Let Go	(7:10 PM)	$ 118.00
			$ 295.00

No. 73-431 FRESH WATER FURNISHED

11/15/73 (Date) 150 Tons or 40500 Gal. 19.12

Service Charge 12.00

$ 31.12

No. 73-432 DOCKAGE: 539 Feet L.O.A. Rate 234.00 ~~c/foot~~ per 24-hour period

From: 11/14/73 5:35 PM to 11/15/73 7:10 PM 1½ Periods 234.00 $ 351.00

No. _____ Bill To -

WHARFAGE CHARGE ON _____

_____ $ _____

No. _____ Bill To-

SERVICE & FACILITIES CHARGE ON _____

_____ $ _____

No. _____ Bill To-

_____ $ _____

No. _____ Bill To -

_____ $ _____

PORT OF ASTORIA

BOOKING REPORT

DATE 15 Nov 1973

1. NAME OF SHIP Nephele
2. NAME OF CALLER
3. NAME OF AGENT Atlas S.S.
4. NAME OF SHIPPER Kerr Grains
5. TYPE OF CARGO Wheat
6. AMOUNT OF CARGO 10000MT Spring Wheat 2000MT White
7. NAME OF STEVEDORE
8. NAME OF SUPERCARGO
9. DATE OF ARRIVAL 11/14/73
10. BERTH ASSIGNMENT(TENTATIVE) W/S #1
11. SPECIAL ARRANGEMENTS

12. BILLING INFORMATION: WHARFAGE
SERVICE & FACILITIES
HANDLING

GH

TRIPLICATE

MATES RECEIPT

No 2245

Astoria, Oregon November 15, 19 73

Received from **KERR GRAIN CORPORATION**

at **PORT OF ASTORIA GRAIN TERMINAL**

For Account of COOK INDUSTRIES, INC.

On Board M/S NEPHELE

BULK WHEAT said to be U.S. Western White Wheat

Weight:

4,040,440#

1803 L/T

2020 S/T

Final / Overnight

Received the above Described Merchandise for Shipment as indicated hereon.

S/Mate or Captain

S/Supercargo

TRIPLICATE

MATES RECEIPT

No 2247

Astoria, Oregon November 15, 19 73

Received from **KERR GRAIN CORPORATION**

at **PORT OF ASTORIA GRAIN TERMINAL**

For Account of COOK INDUSTRIES, INC.

On Board M/S NEPHELE

BULK WHEAT said to be U.S. Dark Northern Spring Wheat

Weight:

2,109,060# 941.5 L/T

10,545

Final / Overnight

Received the above Described Merchandise for Shipment as indicated hereon.

S/Mate or Captain

S/Supercargo

50.23N0370

No. 73-007-A

Date 11-15-73

MISCELLANEOUS SERVICE REPORT

COMPLAINANT (Print) Port of Astoria D.O.B.
Last First Middle

P.O. Box 569
Address

11-15-73 Phone No.

LOCATION W/S Pier #1 DIST. RELIEF TIMES: Rec. 0900 Arr. 0910 Cl. 0930

THIS REPORT FORM IS NOT TO BE USED IN LIEU OF OTHER APPROVED FORMS

CONDITIONS REPORTED:

1. ☐ ALARM: Box ☐; Adt ☐; Audible ☐; Other ☐
2. ☐ AMBULANCE: (Check for or cover) To Amb. Co. Cab Co.
3. ☐ ANIMAL PROBLEM: Found ☐; Lost ☐; Noisy ☐; Other ☐
4. ☐ ASSISTANCE RENDERED: Officer ☐; Citizen ☐; Other ☐
5. ☐ CHECK BUILDING: Improperly Secured ☐; Light On ☐; Other ☐
6. ☐ CHECK OCCUPANT
7. ☐ CIVIL MATTER
8. ☐ DELIVER MESSAGE: Contacted OK ☐; Note Left ☐; Unable To Locate ☐
9. ☐ DOG BITE
10. ☐ DISTURBANCE: Family ☐; Ex-Husband ☐; Neighborhood ☐; Other ☐
11. ☐ HAZARD (Describe)
12. ☐ JUVENILE: Lost ☐; Found ☐; Disturbance ☐; Problem ☐; Other ☐
13. ☐ NOISE ABATED: Loud Radio/TV ☐; Sound System ☐; Mechanic ☐; Other ☐
14. ☐ PERSON: Missing OK ☐; Lost ☐; Confused ☐; Unwanted ☐; Sick ☐; Other ☐
15. ☐ STANDBY ON MOVEOUT
16. ☐ SUSPICIOUS CIRCUMSTANCES: Auto ☐; Noise ☐; Other ☐
17. ☐ TOWED AUTO: Moved ☐; Charge
18. ☐ TRAFFIC PROBLEM: (Describe)
19. ☐ UNFOUNDED CALL
20. ☐ WIRE DOWN (Indicate Co. and Pole No.)
21. ☒ OTHER (Describe) Pier Damage W/S Pier #1

OTHER PERSON INVOLVED (If more than one indicate in details) witness

Grand Delbert
Last First Middle D.O.B.

1666 James Astoria 325-6416
Address Phone No.

PRINT DETAILS (Be Brief But Specific) While attempting to dock on W/S Pier #1 the Ship Nephele, struck the dock near the mark causing damage to the decking and at least 6 pileing. Pictures taken. (See witness statement.) Unable to obtain pictures of damage to ship due to tide conditions.

Damage occured Approx. 1730 hrs. on 11-14-73.

RESP. NO.

SUPERVISORS REPORT

COMMENTS Information Foowarded to Ray Holbrook and Cliff Olson For inspection report.

APPROVED: YES ☑ NO ☐ SIGNED John A Denison Date 11-15-73

Port of Astoria Pier 1 November 16, 1973

The undersigned have this day held survey on the above structure in order to ascertain and agree upon or as noted otherwise, the cause, the nature and extent and the recommended repair of damage alleged to have been sustained in consequence of:

Pier 1 Struck by M.S. Nyhelle Nov. 14, 1973

Found	Recommended
Note: All damage on West side of Pier 1, adjacent to 300' mark	
1. Six (6) fender pile crushed for length of approximately 3' at upper end.	1. Fastenings to be removed and piling lifted approximately 3', cut off and resecured. Any piling found to be too short after lifting to be renewed.
2. Two (2) sections of ~~cap~~ bull rail with chocks, pulled from fastenings and set in toward shed.	2. To be removed for repairs and reinstalled with new fastenings. Approximate size 2 lengths 32' x 12" x 14" treated fir.
3. Apron deck lifted and in way of repairs. Five (5) lengths of decking crushed on outer end	3. Approximately 30 lengths of 4" x 12" x 24' treated fir to be removed for repairs and later reinstalled. Five (5) lengths to be renewed.
4. Steel cavil attached to bull rail in way of repairs	4. To be removed for repairs and later re installed
5. Key beam under outer edge of decking split	5. To be renewed. Approximate size 12" x 16" x 32' treated fir.
6. Two (2) bents, ~~on~~ located on each side of 300' mark, diagonals pulled	6. Diagonals to be released, supports pulled to proper

at fastenings and vertical supports disturbed

7. Tile blocks at base of shed wall set in and broken

vertical position and diagonals secured.

7. Approximately ten (10) 12"x12" tile blocks to be removed and renewed.

Note a Necessary services of derrick barge and tug

b Necessary removals to be replaced as original

Surveyors sign without prejudice

Capt. R. C. Kelly
Behalf M.S. Nipkelo
without prejudice

E. K. Koerg
U.S. Salvage Assn Inc

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
DEC 1973
RECEIVED
PORT OF ASTORIA

PORT OF ASTORIA
SECURITY DEPARTMENT

STATEMENT

TIME: 6:25 P.M.

BY: Del Orand

DATE: 11-20-73

PAGE 1 OF 1 PAGES

On november 14th. 1973 at about 5:30 P.M. I was on the tie up crew for the ship "NEPHELE". I was standing on the dock about midships when I observed the bow of the ship coming in. It looked to me like it was coming in to fast, then it looked like the tugs poured the coal to it and the stern came around and hit the dock. I was standing about 70 feet away at the time and could feel the dock move and see the decking come up.

WITNESS James Layman

TITLE Pilot-Asst. P.O.A

SIGNATURE Delbert Orand

ADDRESS 1606 James

PHONE No. 325-6416 DOB/ 1938-12

UNITED STATES SALVAGE ASSOCIATION, INC.

DATE 11/19/73

SURVEY REQUEST CONFIRMATION

HOURS _____ CASE NO. 80-13813

BEHALF:	
VESSEL OR STRUCTURE SURVEYED:	PORT OF ASTORIA, PIER 1
ASSURED	PORT OF ASTORIA
OWNER	" "
DATE & TIME OF SURVEY	1300-11/16/73
LOCATION OF SURVEY IN DETAIL	ASTORIA, OREGON
NATURE OF SURVEY AND DATE OF ACCIDENT	STRUCK BY M.S. "NEPHELE" 11/14/73
REQUESTED BY	RAY HOLBROOK-PORT OF ASTORIA, ASTORIA, OREGON
LEAD UNDERWRITER	

CONDITIONS

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2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

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NOTE: Except as the result of written advices to the contrary, or as circumstances determine, and distinct from such recommendations as may be generated by the surveyor unless noted in same, usual Association procedure pertaining to:

1. Inspections to ascertain condition (valuation) and suitability for service,
2. On charter and off charter inspections,
3. Lay-up inspections,
4. Voyage under own power inspections, and
5. Towing inspections,

is to perform same without benefit of the making of removals, or opening up to expose parts ordinarily concealed, or testing for tightness, or trying out machinery, the Association's surveyor formulating conclusions subject to any conditions which would have been revealed if such procedures had been accomplished; further, no determination of stability characteristics or inherent structural integrity is made, and no opinion is expressed with respect thereto. The foregoing is implicit in all preliminary advices, telephone communications, telegrams, etc., unless indicated otherwise by the Association. Intermediaries to whom this survey request confirmation is forwarded, between this organization and its principals, are expected to advise all interested principals of these conditions, which are presented in full in Association inspection reports.

Additionally, values of equipment inspected will not be provided unless explicitly requested.

THIS CONFIRMATION OF REQUEST FOR SURVEY IS FOR YOUR REVIEW AND RECORD.

WE WILL INVOICE IN ACCORDANCE WITH YOUR INSTRUCTIONS AS NOTED BELOW.

		INVOICES TO	
		PORT OF ASTORIA	
		ASTORIA, OREGON	

FORM NO. 40

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET — NEW YORK, N. Y. 10038

CASE NO. 80-13813
STRUCK BY M.S. "NEPHELE"
NOVEMBER 14, 1973

PRELIMINARY ADVICE

PORTLAND, OREGON
NOVEMBER 20, 1973

PORT OF ASTORIA, PIER 1

CONDITIONS

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ASSURED: PORT OF ASTORIA — AFLOAT: ☐

REQUESTED BY: PORT OF ASTORIA, ASTORIA, OREGON — ON DRYDOCK: ☐

SURVEY DATE: 11/16/73 — LOCATION: ASTORIA, OREGON

REPAIR CONTRACTOR: NOT SELECTED

REPAIR COSTS: ESTIMATED* $4,500.00 — AGREED PRICE

TIME & MATERIAL (ESTIMATED*) — COMPETITIVE BID

DESCRIPTION OF DAMAGE: SIX (6) FENDER PILE CRUSHED AT UPPER END, BULL RAIL DISTURBED, DECK LIFTED, KEY BEAM FRACTURED, TWO (2) BENTS OUT OF ALIGNMENT, TILE BLOCKS IN SHED BROKEN.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: E.R.ROVIG

E.R. Rovig
AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA-2
USSA-NY-1
USSA-SF-1
FILE

*ESTIMATED COSTS INDICATE AN AMOUNT SUFFICIENT TO COVER REPAIRS, PARTS, SERVICES, ETC., AND ARE ONLY TO BE CONSTRUED AS A GUIDE.

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

November 21, 1973

Atlas Steamship Corporation
World Trade Building
Portland, Oregon 97204

Re: M.S. NEPHELE
Dock Damage, November 14, 1973

Gentlemen:

This will confirm our telephone conversation of November 14, that the above vessel which you were handling did strike and damage the west side of pier one, Port of Astoria.

We arranged for United States Salvage Association to survey the damage in conjunction with your Mr. Ralph Keller. This survey was conducted on November 16, 1973.

The Port of Astoria must hold the NEPHELE, her owners, charterers or agents responsible for the afore mentioned damage. When we learn of the cost to repair this damage, we will be corresponding with you again.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

CAPTAIN R.C. KELLY
MARINE SURVEYOR
7708 S.E. 42nd Ave.
Portland, Oregon 97206
Tel. (503) 774-2021

Portland, Oregon
December 10, 1973

Mr. Ray Holbrook
Asst. Port Manager
Port of Astoria,
Pier One, Astoria, Ore.

Subject: NEPHELES, Casualty of 14 Nov., 1973 to Pier One

Dear Ray:

Concerning the above-captioned vessel and damage to the West side of your Pier One, were bids offered for the subsequent repairs? If so, what was the amount of the accepted bid?

Also, the Master of the NEPHELES did not know either the the pilot's or the tug's names; his Second Officer failed to make these inquiries and duly record them in the vessel's logbook. If this information is at your fingertips without any inconvenience, I would sincerely appreciate it.

Nice to have seen you again and I hope opportunity allows that we can get together for a longer chat on the 'great expectations' of the marine industry. Again, I wish you the best of success in Astoria.

Sincerely,

Ralph Kelly

Capt. R.C. Kelly

December 14, 1973

Captain R. C. Kelly
Marine Surveyor
7708 S.E. 42nd Avenue
Portland, Oregon 97206

Re: NEPHELE
Casualty of November 14, 1973 to Pier One

Dear Ralph:

In response to your letter of December 10, we wish to advise that bids have not yet been requested since we were waiting for the preliminary survey from United States Salvage Association. Upon receipt of this survey, we will then request bids and subsequently inform you of the amount.

For your information, the pilot on the subject vessel was Captain Brown and two Knappton tugs were used -- the BETSEY L and the TONQUIN.

We look forward to seeing you in the near future.

Sincerely,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

THE PORT OF ASTORIA

All the earth's to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

December 21, 1973

Coast Marine Construction, Inc.
1656 Jerome
Astoria, Oregon 97103

RE: M/S NEPHELE

Gentlemen:

The above vessel struck Pier 1 when berthing on November 14, 1973. Attached are the recommendations for repair as submitted jointly by our surveyor, United States Salvage Association, and the ship's P & I representative and surveyor, Captain R. C. Kelly.

We would appreciate receiving a bid from you that would accomplish the recommended repairs.

The Port of Astoria reserves the right to reject any or all bids, to waive any irregularities or to accept the bid deemed to the best interest of the Port of Astoria.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Attachment

cc: Wood, Wood, Tatum, Mosser & Brooke
Attention: Peter Voorhies

COAST MARINE CONSTRUCTION, INC. Environmental Systems — Ecological Methods — General Contracting

1656 JEROME AVE.
P.O. BOX 297
ASTORIA, OREGON 97103
503/325-7177

2041 S.W. 58TH
SUITE 206
PORTLAND, OREGON 97221
503/292-9101

January 8, 1974

Port of Astoria
P.O. Box 569
Astoria, Ore. 97103

Gentlemen:

In reply to your letter of December 21, requesting a price for repairs to your dock, we offer the following:

We will do the repairs described in your survey of November 16th for the lump sum of $9,400.00.

We are assuming that the existing fender pile will be ok. Should any of them require replacement they would be $300.00 each.

Very truly yours,

L.F. LaRouche

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

BergersonEnterprises

3391 Irving Ave. Astoria, Oregon 97103

January 8, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Gentlemen:

We agree to furnish all labor, equipment and material to complete repairs to the damaged portion of Pier 1 damaged by the M/S Nephele as recommended by the surveyor for the United States Salvage Association and the ships represenative and surveyor for the amount of $3,842.00 (Three Thousand eight hundred forty two and no/100 dollars).

Respectfully,

Darryl D. Bergerson

Darryl D. Bergerson,
Bergerson Enterprises

DDB:ab

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

January 16, 1974

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: NEPHELE
Dock Damage
November 14, 1973
Astoria, Oregon
Our File: 9980/PGV

Gentlemen:

Atlas Steamship Corporation passed to us your letter of November 21, 1973, in regard to the MS NEPHELE alleged dock damage of November 14, 1973. We must deny liability in behalf of the vessel and its underwriters for any such damage claimed by you.

As this file is now in our hands, we request that you forward all relevant correspondence in this matter to the attention of the undersigned.

Thank you.

Very truly yours,

Peter G. Voorhies

Peter G. Voorhies

PGV:jas

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
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HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 18, 1974

Mr. Darryl D. Bergerson
Bergerson Enterprises
3391 Irving Avenue
Astoria, Oregon 97103

RE: M.S. NEPHELE
Astoria - November 14, 1973

Dear Mr. Bergerson:

Your bid in the amount of $3,842.00 to perform work at the west side of Pier 1 in accordance with our surveyor's recommendations of November 16, 1973 has been accepted.

We would appreciate it if you could arrange to have repairs completed within thirty (30) days of the date of this letter. If for any reason repairs cannot be completed within this time, please contact the undersigned.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 30, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: NEPHELE
Dock Damage
Astoria, Oregon - November 14, 1973
Your File No. 9980/PGV

Dear Mr. Voorhies:

As you are well aware, the above vessel actually did damage Pier 1 at the Port of Astoria.

We have awarded the low bidder, Bergerson Enterprises, to perform the work necessary to repair the dock. This will amount to $3,842. Upon completion of the repairs, we will expect the owners, operators or agents of the above vessel to reimburse us for the costs expended.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

STATEMENT

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

Bergerson Enterprises
3391 Irving Ave. Astoria, Oregon 97103

April 24, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Repairs to the damaged portion of Pier 1, damaged by the M/S Nephele, as per bid.	$ 3,842.00
Extra new piling as per bid, required because it was not possible to pull up and refasten existing broken piling. 7-70' Piling (490') @ $ 3.50 per ft.	1,715.00
Realign cord stringer.	512.80
Total	6,069.80
Less 1 pile owners account	245.00
	5,824.80

THANK YOU
Darryl D. Bergers

Approved Without Prejudice to Underwriters Liability and Subject to Adjustment in the Amount of $ 5,824.80 Only
E. L. Young
Surveyor - United States Salvage Association, Inc.
Date 5/15/74 Case No. SO-13813

RECEIVED
MAY 14 1974
UNITED STATES SALVAGE ASSOCIATION, INC.

May 13, 1974

U.S. Salvage Association, Inc.
2035 S.W. 58th Street
Portland, Oregon 97221

RE: M/S NEPHELE
Astoria - November 14, 1973

Gentlemen:

Enclosed is the original invoice for repair to damage caused by the above vessel.

We would appreciate your approval and your issuing a final survey report.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE. PORTLAND, OREGON 97221

BILL NO. 80- 3755

CASE NO. 80- 13813

MAY 29, 1974

CODE NO. 6558

PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

TRIPLICATE

FOR SURVEY OF PORT OF ASTORIA, PIER I

NATURE OF SURVEY STRUCK BY M.S. "NEPHELE" 11/14/73

FEE	EXPENSE	TOTAL
$ 285.00	$ 35.85	$ 320.85

ASSURED: PORT OF ASTORIA

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-1204

In Account With Wood, Wood, Tatum Mooser & Brooke
Standard Plaza Building
Portland, OR

Date May 31, 1974

TERMS: CASH.

Repairs to Pier 1 damaged by M/V NEPHELE
per copies of statements attached:

Repairs by Bergerson Enterprises as agreed	$5,824.50
Survey by U.S. Salvage Assn.	320.85
	$6,145.65

June 4, 1974

Wood, Wood, Tatum, Mosser & Brooke
1500 11th Floor, Standard Plaza Building
Portland, Oregon 97204

Attention Mr. Peter Voorhies

RE: M/S NEPHELE
Astoria - November 14, 1973

Gentlemen:

Repair to the damage at Pier One, caused by the subject vessel, has now been completed.

Enclosed is a copy of U.S. Salvage Association survey 80013813, along with our invoice No. 73-1204 in the amount of $6,145.65.

Kindly remit payment as soon as possible.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 1

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
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MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

June 27, 1974

Mr. Peter Voorhies
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: LEVERKUSEN - November 20, 1972
IBERIA - May 15, 1973
AMAZON MARU - September 3, 1973
ISLAND ENGINEER - September 12, 1973
NEPHELE - November 14, 1973
ALKYONIA - January 27, 1974

Dear Mr. Voorhies:

We are looking forward to meeting with you at your office at 9 a.m. on July 2, concerning the damage claims on the above vessels.

As you know these matters are quite old, and we expect to be able to reach conclusions that would be acceptable to our principals at the time of our meeting. It is the Port's opinion that these matters have gone on entirely too long and agreement must be reached at our meeting.

Thank you.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

cc: John Brooke

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

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ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

August 29, 1974

Mr. Robert Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: M/S NEPHELE
Astoria - November 14, 1973
Dock Damage

Dear Bob:

At your request, we enclose the following documents pertaining to the above damage.

1. Miscellaneous service report - Dated November 15, 1973
2. Letter of November 21, 1973, to Atlas Steamship Corp.
3. Preliminary survey by U.S. Salvage - dated 11/16/73.
4. Letter of request to bid to Bergerson Enterprises and Coast Marine Construction - dated December 21, 1973.
5. Letters of bid by Coast Marine Construction and Bergerson Enterprises.
6. Letter of acceptance of bid to Bergerson Enterprises.
7. Wood, Wood, et al letter of January 16, 1974.
8. P.O.A. letter to Peter Voorhies dated January 30, 1974.
9. P.O.A. invoice No. 73-1204 for repair costs along with Bergerson Enterprises' invoice approved by U.S. Salvage and U.S. Salvage invoice No. 80-3755.
10. Final survey No. 80-13813 U.S. Salvage.
11. Cover letter to Wood, Wood, et al dated June 4, 1974.
12. Letter to Wood, Wood, et al, dated June 27, 1974.

Kindly review this case and let us know as to when we may expect payment of our invoice in the amount of $6145.65.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

January 24, 1975

Mr. R. P. Holbrook
Assistant Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: NEPHELE
Alleged Dock Damage
Astoria, Oregon
November 14, 1973
Our File: 9980/RIS

Dear Ray:

This will confirm our telephone conversations of January 15 and 16, 1975, with reference to the captioned matter.

We acknowledge receipt of the offer you made in our telephone conversation of January 16, 1975, on behalf of the Port of Astoria, to accept $3,500.00 in settlement of the Port's claim for dock damage arising from the captioned incident. As we advised you, we cannot recommend settlement to our client at this figure. However, we have, without prejudice, forwarded your offer to our client.

As we have advised you in our several telephone conversations, we are concerned that Slip 1 between Pier 1 and Pier 2 of the Port of Astoria constitutes an "unsafe berth". This is perhaps due to its proximity to the main channel of the Columbia River. We note the following alleged casualties in the Slip: LONG CHARITY, November 1971; LEVERKUSEN, November 1972; IBERIA, May 1973; AMAZON MARU, September 1973; ISLAND ENGINEER, September 1973; NEPHELE, November 1973; ALKYONIA, January 1974; and NORTHERLY TRADER, October 1974. If Slip 1 constitutes an unsafe berth, substantial questions exist as to whether there is any vessel liability for any damages resulting from collisions. Also, legal questions arise between the vesselowner and the vessel charterer. We assume there may be other alleged casualties of which we are unaware.

We also have substantial questions about the damages claimed as a result of the alleged NEPHELE incident. We have advised you of our particular questions, and requested additional clarifying information. It appears that the Port of Astoria is unable to produce evidence establishing the extent of pre-existing damage conditions on the west face of Pier 1. So long as this circumstance continues, it will be hard for us to justify recommendation of a substantial settlement figure.

Thank you for your courtesy in handling this matter. We will contact you immediately upon receipt of our client's response to your offer.

Very truly yours,

Bob

ROBERT I. SANDERS

RIS: am

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
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HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 24, 1975

Mr. Robert Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: Dock Damage - M/S NEPHELE
Astoria - November 14, 1973

M/S ALKYONIA - January 27, 1974

Dear Bob:

At your request we are enclosing the following documents pertaining to repairs to the dock:

1. Port of Astoria voucher 8172 to Bergerson Enterprises.
2. Copy of cancelled check to Bergerson Enterprises in the amount of $19,981.80.
3. Copies of Bergerson Enterprises invoices in the amount of $11,904.00 and $6,069.80.
4. Two photos of dock damage caused by the M/S NEPHELE.
5. Eight photos of dock damage caused by the M/S ALKYONIA.

Repairs were completed approximately April 1, 1974. The enclosed photos are our only copies and we would appreciate your returning them when you are finished.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

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HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

March 9, 1976

Mr. Robert I. Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor
Standard Plaza
Portland, Oregon 97204

RE: NEPHELE - Your file: 9980/RIS

Dear Mr. Sanders:

This will confirm our telephone conversation of March 8, 1976, at which time we agreed to settle our claim against the "Nephele" for $2,400.

Upon receipt of your check for this amount, we will close our file. We thank you for your cooperation in this matter.

Yours sincerely,

Gail V. Packard
Traffic Manager

GVP:sj

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

March 16, 1976

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. Gail V. Packard
Traffic Manager
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: NEPHELE
Dock Damage - Astoria
November 14, 1973
Our File: 9980: RIS

Dear Mr. Packard:

This will confirm our telephone conversations of March 1, 1976, and March 8, 1976, in connection with the captioned claim and will acknowledge receipt of your letter of March 9, 1976.

We understand that the Port of Astoria has reduced its demand in connection with the captioned claim to $2,400. We will recommend, without prejudice, settlement of the claim for an amount unexceeding $2,400.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS: cjc

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
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JOHN R. BROOKE
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JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

May 7, 1976

Mr. Gail V. Packard
Traffic Manager
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: NEPHELE
Dock Damage - Astoria
November 14, 1973
Our File: 9980:RIS

Dear Mr. Packard:

Further to our telephone conversation of May 3, 1976, we now tender Scio Shipping, Inc.'s check No. 5036, dated May 3, 1976, payable to the Port of Astoria in the amount of $2,400.00, without prejudice, in a compromise settlement of the captioned claim. We also enclose a Full Release of All Claims. You are authorized to negotiate the check upon execution of the Release, and return of the Release to us.

Thank you for your cooperation in handling this matter.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS:cjc
Enclosures

FULL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that THE PORT OF ASTORIA, for and in consideration of the sum of Two Thousand Four Hundred and No/100 Dollars ($2,400.00), receipt of which sum is hereby acknowledged, HAS RELEASED and by these presents DOES HEREBY RELEASE NEPTUNE MARITIME COMPANY OF MONROVIA, its corporate affiliates and subsidiaries, and the MV NEPHELE, her owners, charterers, operators, master, officers and agents from any and all claims, demands and liabilities whatsoever arising out of or in any way connected with an alleged collision occurring on or about November 14, 1973, between the MV NEPHELE and the Port of Astoria's Pier 1.

COPY

THE PORT OF ASTORIA hereby warrants and covenants that it is the owner of said dock and is the sole party entitled to recover any damages for damage to the dock, and hereby covenants that it will indemnify and save harmless NEPTUNE MARITIME COMPANY OF MONROVIA and the other releasees herein named from and against any claims that might be made by other parties on account of or in connection with the damage to said dock.

IT IS UNDERSTOOD AND AGREED that this is a full and final release of all claims of every nature and kind whatsoever and includes all claims for damages, expense of repairs, expense of surveys, loss of use, salvage expenses, and applies to all unknown and unanticipated damages resulting from said alleged collision, as well as those now known or disclosed.

IT IS FURTHER AGREED that the payment of Two Thousand Four Hundred and No/100 Dollars ($2,400.00) by Neptune Maritime Company of Monrovia and the MV NEPHELE is a payment in settlement of a doubtful and disputed claim and is a compromise settlement and that this settlement is not to be construed as an admission of liability on the part of anyone whomsoever.

IN WITNESS WHEREOF, THE PORT OF ASTORIA has caused this release and four identical copies thereof to be signed by one of its officers thereunto duly authorized this 10th day of May, 1976.

THE PORT OF ASTORIA

By Paul V. Packard

STATE OF OREGON)
) ss:
County of Clatsop)

On this 10th day of May, 1976, before me appeared Paul V. Packard, known to me personally, who being duly sworn, did say that he, the said Paul V Packard, is the Traffic Manager of the Port of Astoria, the within-named

municipal corporation and that the seal affixed to the within instrument is the corporate seal of said municipal corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and the said Gail L Packard acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Wm Allen
Notary Public for
My commission expires:

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES APRIL 28, 1978

COPY